absence of a statute to that effect, and are considered conclusive on appeal. 4 CORPUS JURIS, 876, and cases there cited. Where, however, there is no evidence in support of a finding the appellate court may set it aside. *Hartford* v. *Poindexter,* 84 Conn. 121; *Hedge* v. *Williams,* 131 Cal. 455. The converse of this proposition is that where there is conflicting evidence the findings of the trial court will not be disturbed. *Baxter* v. *New York, etc., Ry. Co.,* 214 Mass. 323. An Ontario court denies that the findings of fact made by the trial court stand upon the same footing as the verdict of a jury, and holds that the appellate court may come to a different conclusion and act upon it. *Bateman* v. *County of Middlesex,* 6 D. L. R. 533. Several American states have by statute provided that in actions at law the findings of fact made by the trial court may be reviewed. North and South Dakota have such statutes. 3 ANN. CASES, 686. The South Dakota court in construing the statute has held that in reviewing the evidence the appellate court will not pass upon the weight of the evidence, as a trial court may do, but will only reverse the finding where it is contrary to a clear preponderance of the evidence. *Randall* v. *Burk Township,* 4 S. Dak. 337. By the statute in Washington the appellate court must examine *de novo* the evidence upon which the finding is based. *Allen* v. *Swerdfiger,* 14 Wash. 461. In Wisconsin it was formerly provided by statute that upon appeal in a case tried by a court without a jury the appellate court should review questions of fact as well as of law, and it was held to be the duty of the court to examine and weigh the evidence and to reverse the judgment if it was found there was a preponderance of evidence in favor of the appellant. *Snyder* v. *Wright,* 13 Wis. 689. A subsequent statute provided that the appellate court should give judgment according to the right of the cause, regardless of the decision below, and the statute was held invalid in so far as it made it the duty of the supreme court to decide questions as a court of original jurisdiction. *Klein* v. *Valerius,* 87 Wis. 54.

BROKERS—COMPENSATION—REFUSAL OF PURCHASER TO PERFORM.—P employed D, a real estate broker, "to find a purchaser" for his property. D found a purchaser who was accepted by P, an oral agreement was made, and the purchaser made a small payment. A week later the buyer changed his mind and refused to purchase the property. D refused to turn over to P the payment which had been made, claiming it as his commission. On suit by P, it was *held* that D had found a purchaser within the meaning of the contract and was entitled to the payment as his commission. *Jutras* v. *Boisvert* (Me., 1921), 115 Atl. 517.

The duty of a broker employed to find a purchaser is performed when he has found one who is ready, willing and able to purchase upon the terms specified. 2 MECHEM, AGENCY, § 2430, and cases there cited. The principal case raises the question of when one is "found" within the meaning of this rule. It is generally held that there need be no binding contract between the vendor and the purchaser if the latter is ready to perform. *Allgood* v. *Fahrney,* 164 Ia. 540; *McDonald* v. *Smith,* 99 Minn. 42. And if, under these

circumstances, the sale is not consummated because of the default of the vendor the broker is still entitled to his commission. *Dworski* v. *Lowe,* 88 Conn. 555. If a binding contract has been entered into between the vendor and the purchaser, and the purchaser defaults, the broker may still take his commission. *Fox* v. *Ryan,* 240 Ill. 391; *Payne* v. *Ponder,* 139 Ga. 283. But it will be noted that in the principal case there was no binding contract and the purchaser defaulted. The court quoted from several cases in support of its decision, but in all of them it was the vendor who defaulted and not the purchaser. The reasoning of such cases would not seem to apply when the purchaser defaults. *Parker* v. *Walker,* 86 Tenn. 566; *Platt* v. *Kohler,* 65 Hun (N. Y.) 557; *Simrall* v. *Arthur,* 13 Ky. L. Rep. 682. On facts similar to those of the principal case it seems to be generally held that the broker is entitled to no commission. *Kronenberger* v. *Bierling,* 76 N. Y. S. 895; *Hildenbrand* v. *Lillis,* 10 Colo. App. 522; *Wilson* v. *Mason,* 158 Ill. 304 (*dictum*); *Griffith* v. *Bradford* (Tex.), 138 S. W. 1072. But see *Heinrich* v. *Korn,* 4 Daly's Rep. (N. Y.) 74. This is especially true if the broker was authorized "to procure an exchange," *Lanham* v. *Cockrell* (Tex.), 152 S. W. 189; or was to be paid when the property was sold. *Pfanz* v. *Humburg,* 82 Ohio St. 1; *Parmly* v. *Head,* 33 Ill. App. 134. It would seem, consequently, that the principal case is contrary to the weight of authority, and it is submitted that the holding defeats the intent of the vendor, which probably was to pay the broker only if a purchaser was produced who would actually consummate the sale or who would so bind himself by contract that he would be liable if he did not do so. If, however, it can be truly said that the vendor accepted the purchaser and assumed the risk of his failure to perform, then the latter's subsequent default should not affect the broker's right to his commission, and the case would seem correctly decided.

CARRIERS—DELIVERY MUST BE TO RIGHT PARTY.—Plaintiff had in his employ a traveling salesman who turned in fictitious orders on which goods were shipped by the plaintiff to the firms supposed to have ordered them. The plaintiff's salesman, by some means not disclosed by the evidence, got possession of the bill of lading, which he presented to the defendant, and he having executed receipts in his own name as agent for the consignee, the goods were delivered to him. Plaintiff sued for conversion. *Held,* as the goods were not delivered to either of the consignees named in the non-negotiable bill of lading, or to a person lawfully entitled to the possession of the goods, as required not only by the common law but by §§ 4624 and 4625, G. S., in the Uniform Bill of Lading Act, the defendant was liable. *Hartford Distillery Co.* v. *New York, etc., Ry. Co.* (Conn., 1921), 115 Atl. 488.

The common carrier, like any other bailee, must upon the termination of the bailment dispose of the bailed property in accordance with directions of the bailor; and no circumstance of fraud, imposition or mistake will excuse the carrier from liability for delivery to the wrong person. 2 HUTCH. ON CAR. 739. The fraud may, however, be such that for purposes of delivery the impostor is the right party. Where the fraud is upon the carrier, as in